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Attorneys for Jed & Lesa Miesner, Petro Pro, Ltd, and JLM Strategic Investments, LP, Secured Creditors

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

In re:	*	Case No. 20-41563
	*	
	*	Chapter 11
	*	JOINT ADMINISTRATION WITH
AMAZING ENERGY HOLDINGS, LLC	*	
	*	Case No. 20-41558
	*	Case No. 20-41561

**EMERGENCY MOTION NO. 1 TO MODIFY STAY**

Come now Arnold Jed Miesner, Lesa Renee Miesner, Petro Pro, Ltd and JLM Strategic Investments, LP, secured creditors and movants herein, and file this their Motion No. 1 to Modify Stay, and show the Court as follows:

**NOTICE – Local Bankruptcy Rule 4001(a)**

**Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for**

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**opposing the relief.**

**No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order granting the relief sought. If an objection is filed and served in a timely manner, the Court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, 28 U.S.C. §157, 11 U.S.C. § 105, 11 U.S.C. §361, 11 U.S.C. §362, 11 U.S.C. §363, 11 U.S.C. §554, Federal Rule of Bankruptcy Procedure 4001, along with related code sections and rules.
2. This matter is a core proceeding.

*Executive Summary*

3. This motion seeks authority on behalf of the following secured creditors (movants herein) to save their collateral, literally.
  - a. Arnold Jed Miesner and Lesa Renee Miesner
  - b. Petro Pro, Ltd
  - c. JLM Strategic Investments, LP

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4. At stake are oil and gas leases of unknown acreage out of approximately 70,000 acres in oil and gas leases in Pecos County, Texas in which the movants have a purchase money first lien position. The leases have been assigned to debtor from Amazing Energy, LLC.
5. These leases at stake all have a drop dead “spud in” deadline of August 6, 2020 (maybe August 7, 2020) to avoid forfeiture and termination of the leases, meaning the collateral securing the debt of movants simply goes away if there is no timely spud in
6. Debtor has described in some detail these leases and the duty to drill lease provision in its own Emergency Motion to Extend Deadline. Movants will give notice of this motion by first class mail, postage prepaid, to the lessors listed on the Certificate of Service, **Docket 156**.
7. **Movants have received notice by the ECF system that a telephonic hearing is set on July 23, 2020 on the debtor’s emergency motion. Case No. 20-41561, Docket 155.**
8. **Due to the time to implement the drilling of a well prior to August 6, 2020, July 23, 2020 is may be too late for the relief sought by movants, leaving only 14 days to spud in.**
9. **Movants request a telephonic hearing this week if the Court has any time at all to hear this motion.**

*Procedural History*<sup>1</sup>

10. On April 6, 2020, Amazing Energy Holdings, LLC (“Debtor”) filed its petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Mississippi. The Debtor has continued as Debtor-in-Possession. No

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<sup>1</sup> See Case No. 20-41558, **Docket 167**, which contains a useful summary of the cases to date.

plan of reorganization has been proposed to date. There are no current operations of the debtor. No DIP financing has been proposed.

11. By order dated June 25, 2020 (Mississippi Docket ) the above Chapter 11 proceeding was ordered to be jointly administered with two other Chapter 11 cases, to wit,
  - a. **In re Amazing Energy MS, LLC**, Case No. 20-01243, and
  - b. ***In re Amazing Energys, LLC***, Case No. 20-01244
12. All three of these debtors are sibling entities, who are each wholly owned subsidiaries of Amazing Energy Oil and Gas Co. [hereinafter “AEOGC”], a publicly traded Nevada penny stock corporation authorized to do business in Texas, and formerly based out of Plano, Texas.
13. AEOGC is not in bankruptcy, but continues to be managed out of Slidell, Louisiana, by its general counsel Thomas Thornhill. [More on that later].
14. Amazing Energy MS, LLC was designated by the Mississippi Bankruptcy Court as the lead case for the jointly administered cases.
15. However, any issue that involved Amazing Energy, LLC or Amazing Energy Holdings, LLC in particular could still be brought in the Chapter 11 proceeding for that debtor.
16. The three related Chapter 11 proceedings in Mississippi were transferred to the Eastern District of Texas, Sherman Division, by order dated June 25, 2020. Case No. 20-41558, **Docket 167**.
17. This Motion No. 1 to Modify Stay is sought against the debtor Amazing Energy Holdings, LLC because it owns [but see also below] the collateral (being some of those certain oil and

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gas leases listed in **Docket 155**) which is at stake.

18. A parallel Motion No.1 to Modify Stay has been filed in *In re Amazing Energy, LLC*, Eastern District of Texas, Sherman Division, Case No. 20-41561, which is the alleged transferor of part of the oil and gas leases owned by Amazing Energy, LLC.
19. The validity of these alleged fraudulent transfers is being litigated in an adversary proceeding (after removal) now pending in the Western District of Texas, **AAPIM, LLC v. Amazing Energy, LLC**, Case No. 88-78888, Adversary No. 20-07009-tmd (**Docket 1**, Filed 07/04/20). Adversary Proceeding 20-07009 is expected to be transferred to this Court. Movants do not contest such transfer to this Court.
20. 11 U.S.C. §362(d)(1) provides as follows:
  - (d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay -
    - (1) for cause ...
21. Cause exists for modifying the stay.
22. **Docket 155** makes clear that the August 6, 2020 (or August 7, 2020) deadline is a serious threat to the collateral in this case. But, it is also obvious that the debtor is unable to protect the collateral and the collateral will be lost by forfeiture if movants are not permitted by order of this Court to spud in a well by August 6, 2020.
23. The duty to drill a well is year to year. This means the debtor could have drilled any time after August 6, 2019, and complied with the annual drilling requirement for August 6, 2019

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- August 6, 2020, which would have given the debtor until August 6, 2021 before it had to drill its next well.
24. The pandemic did not reach full impact in the United States until March and April 2020. Debtor had at least 7 months before the covid-19 crisis to drill a well to hold the leases, but chose to wait, or perhaps more accurately, chose not to drill even though Amazing Energy Holdings, LLC had the resources to do so. See description of monies paid in Emergency Motion to Compel Turn over of Assets, filed in In re Amazing Energy Holdings, LLC, Case No. 20-41563, **Docket 39** (\$3.1 mil, \$1.4 is missing).
25. Debtor has been in Bankruptcy since April 6, 2020, and just now seeks relief from the drop dead drilling deadline.
26. Contrary to the claims of the debtor, drilling in the Permian Basin is ongoing and expanding. Contractors and subcontractors are looking for work and are willing to go to work today, including on a well necessary to hold the leases in this case. There are no shut down orders which would prohibit the drilling of a well to protect the leases
27. Jed Miesner is experienced in arranging and conducting oil field drilling operations. See Declaration of Jed Miesner in Support of Emergency Motion No. 1 to Modify Stay, attached hereto (hereinafter “Miesner Declaration).
28. Jed Miesner has made arrangements, subject to approval by this Court, to commence drilling operations on or before August 6, 2020. Third parties have agreed to go to work on the drilling of the well. Miesner Declaration.
29. In order to drill a well a title opinion, survey, and Texas Railroad Commission drilling permit

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- are required, and have been arranged for by Jed Miesner. Miesner Declaration.
30. The estimated cost to spud in the well is \$185,000.00. Jed Miesner has also made arrangements for financing the well. Miesner Declaration.
  31. Debtor has no significant assets other than the leases which are at risk under the duty to drill in the same leases.
  32. None of the three related debtors have current operations to generate income.
  33. The Monthly Operating Reports on file for all three related debtors do not show sufficient assets which can be used to finance a well.
  34. Amazing Energy Holdings, LLC sold all of its Mississippi tangible assets, and the sales proceeds are being held pending further order of this Court as to distribution of the sales proceeds to each of the three related debtors.
  35. Post-petition, all of the officers of AEOGC resigned and have not been replaced. These officers were also acting as the officers for debtor.
  36. AEOGC and debtor have no officers, directors, or managing members.
  37. Debtor has no employees who are capable of getting a well spudded in by August 6, 2020 (even assuming debtor had the money to pay for it).
  38. AEOGC is the owner of Jilpetco, Inc., an operating company with authority to operate the leases at stake in this case. However, it has no current employees or operations.
  39. Any cash money held by debtor is cash collateral (being subject to an absolute assignment of lease income to movants, as secured creditors). Movants do not consent to the use of their cash collateral for drilling without further notice and hearing regarding its use by debtor.

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40. AEOGC and debtor are being managed by Thomas Thornhill, a civil trial lawyer, out of Slidell, Louisiana.
41. **Docket 155** appears to show, by its silence, that the debtor is unaware of another money obligation under some of the leases to pay an annual bonus, in the amount of about \$27,000.00. This bonus is to hold approximately 25% of the total affected leases (unknown at present which leases now held by debtor are subject to this additional bonus, and must be paid by August 6, 2020 (perhaps extendable to August 16, 2020).
42. In other words, even if the Court were to grant relief under the debtor's emergency motion, **Docket 155**, some of the leases could still be lost due to non-payment of the bonuses.
43. It is highly unlikely that failure to pay the bonuses could be excused as an Act of God under the force majeure provision on which debtor is relying.
44. Movants should be given authority to contract for and implement the drilling of a well on or before August 6, 2020 in order to protect the leases and avoid a forfeiture for failure to spud in a well.
45. Movants should also be given authority, if necessary, to pay the bonuses to protect the approximately 25% of the leases subject to the annual bonus requirement.
46. Because such actions, and expenditure of money, will benefit the debtor, all creditors, and the movants, as secured creditors, movants should be granted a super-priority lien in the collateral (the oil and gas leases) under 11 U.S.C. §§ 506, 507, including priority over any future Chapter 7 administrative expenses. The amount for administrative expenses should be allowed by the Court after notice and hearing as to what was expended and why.

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47. Movants request the Court to modify the §362 automatic stay pursuant to 11 U.S.C. §362(d)(1), as requested.

Wherefore, premises considered, Arnold Jed Miesner, Lesa Renee Miesner, Petro Pro, Ltd., and JLM Strategic Investments, LP request the Court to find that this Emergency Motion No. 1 to Modify Stay is well taken and should be granted, and further pray for general relief.

Respectfully submitted,

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Frederic M. Wolfram  
Texas Bar I.D. No. 21869900  
Colorado Bar I.D. No. 48867

ATTORNEYS FOR JED & LESA MIESNER, PETRO PRO,  
LTD, AND JLM STRATEGIC INVESTMENTS, LP,  
SECURED CREDITORS

**CERTIFICATE OF SERVICE**

I, Frederic M. Wolfram, do hereby certify that I have this date served a true and correct copy of the above and foregoing Emergency Motion No. 1 to Modify Stay, via the ECF Notification Service, which provides electronic notice to all parties of record.

I further certify that notice of this motion is being served on the attorneys of record and the lessors on the attached mailing list for the leases affected by this motion by first class mail, postage pre-paid.

Date: July 14, 2020

A handwritten signature in black ink that reads "Eric Wolfram". The signature is written in a cursive, flowing style.

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Frederic M. Wolfram

Sent via email:

- **Greta Manning Brouphy** gbrouphy@hellerdraper.com, kfritscher@hellerdraper.com
- **J Mitchell Carrington** Mitch.Carrington@butlersnow.com, ecf.notices@butlersnow.com, velvet.johnson@butlersnow.com
- **Robin Bryan Cheatham** robin.cheatham@arlaw.com, vicki.owens@arlaw.com;mary.cuenca@arlaw.com
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- **J. Walter Newman** wnewman95@msn.com, stacyplovorn@icloud.com;newmanwr82646@notify.bestcase.com
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- **Christopher J. Steiskal** christopher.j.steiskal@usdoj.gov,  
lois.e.walker@usdoj.gov;sarita.dukes@usdoj.gov
- **United States Trustee** USTPRegion05.JA.ECF@usdoj.gov
- **David Wheeler** david@wheelerattys.com
- **Frederic M. Wolfram** eric@wolframlaw.com, wlfpc@wolframlaw.com

Sent first-class mail, postage prepaid

JPMorgan Chase Bank, N.A.,  
as Trustee of the Trust under the Will of  
G. R. White for the benefit of Joy Lina White  
and her children.  
P.O. Box 00984  
Ft. Worth, Texas 76199-0084

JP Morgan Chase Bank, N.A., as  
Trustee of the G. R. White Trust under the  
Will of G. R. White.  
P.O. Box 00984  
Ft. Worth, Texas 76199-0084

Joy Lina White Ubina  
c/o Commercial National Bank  
P.O. Box 591  
Brady, Texas 76825

J. T. Walker, as Trustee of the  
Mary Baker Walker Trust dated September 27, 1997,  
also known as the Mary Baker Walker Trust No. 1  
2547 Dorrington  
Dallas, Texas 75228

J. T. Walker as Trustee of the  
Mary Baker Walker Trust No. 3  
2547 Dorrington  
Dallas, Texas 75228

J. T. Walker  
2547 Dorrington  
Dallas, Texas 75228

Becky Nell Shannon Young, as owner of the  
executive rights under the Mary Baker Walker  
Trust No. 4  
531 Broken Arrow  
Silver City, New Mexico 88061

Becky Nell Shannon Young  
531 Broken Arrow  
Silver City, New Mexico 88061

Mary Kay Shannon, as Trustee of the  
Mary Baker Walker Trust No. 4  
325 Townsend Terrace  
Las Cruces, New Mexico 88005

Mary Kay Shannon  
325 Townsend Terrace  
Las Cruces, New Mexico 88005

Mary Margaret Baker Rutland  
PMB 224, 13170-B Central Avenue SE  
Albuquerque, New Mexico 87123

Shirley Louise Patterson  
10801 Lagrima De Oro, NE #816  
Albuquerque, New Mexico 87111

Tom Baker  
1953 Corte Cruz  
Pinole, California 94564

William Neil Patterson  
9432 Gate Trail Drive  
Dallas, Texas 75238

AAPIM, LLC  
P.O. Box 142104  
Irving, Texas 75014

Term Royalty, LLC  
P.O. Box 142104  
Irving, Texas 75014

Benny Barton  
13155 Noel Road, Suite 900  
Lock Box 15A  
Dallas, Texas 75240

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

In re:	*	Case No. 20-41563
	*	
	*	Chapter 11
	*	JOINT ADMINISTRATION WITH
AMAZING ENERGY HOLDINGS, LLC	*	
	*	Case No. 20-41558
	*	Case No. 20-41561

**DECLARATION IN SUPPORT OF MOTION NO. 1 TO MODIFY STAY**

*To the Honorable Judge of Said Court:*

State of Texas  
County of Randall

Comes now Arnold Jed Miesner and declares as follows:

1. I am experienced in the drilling of oil and gas wells in Pecos County, Texas, having been in that industry since 1978. I have been a field hand on up to an operator and owner of oil and gas companies. I started Amazing Energy, LLC, Debtor in this case, back in 2009, with my wife Lesa Miesner. I was the initial manager for Amazing Energy, LLC. I and Lesa Miesner were the original sole owners of Amazing Energy, LLC.
2. I have since sold out our interests in the Debtor and ended up with shares of stock in Amazing Energy Oil and Gas, Co., a Nevada corporation which now owns 100% of Amazing Energy, LLC and provides the operational personnel for the Debtor out of Slidell, Louisiana.
3. I and my wife, along with JLM Strategic Investments, LP, and Petro Pro, Ltd., (wholly owned or controlled by me and my wife), are secured creditors of the Debtor, holding and

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owning promissory notes secured by recorded deeds of trust.

4. The collateral securing the promissory notes consists of oil and gas leases coving approximately 70,000 acres in Pecos County, Texas. These leases are described in the Emergency Motion to Extend Deadline filed by the debtor in this case (known as **Docket 155**). I have read and reviewed **Docket 155**.
5. **Docket 155** correctly describes the collateral that is now at stake under an August 6, 2020<sup>1</sup> drilling deadline.
6. The oil and gas leases assigned to Amazing Energy on or about December 30, 2008, and January 3, 2009, have a provision requiring the development of the leased acreage or the lease expires for mere failure to engage in developmental action
7. Development means actively seeking oil and gas in commercial quantities from the leased property and not letting it sit idle.
8. The leases in question set a deadline to “spud-in” [an oil field term demonstrating the active pursuit of a productive well].
9. The failure to “spud-in” by August 6, 2020, will cause the loss of the oil and gas leased acreage on approximately 70,000.00 acres owned by Amazing Energy LLC.
10. An oil and/or gas well must be “spudded-in” by that date or the leases expire under their own

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<sup>1</sup>**Docket 155** uses August 8, 2020 as the drilling deadline, but the deadline could also be August 7, 2020. See Supplemental Declaration of Willard McAndrew, in the removed Adversary Case, *Amazing Energy, LLC v. Jed Miesner, et al.*, Case No.20-07008-tmd, in the Bankruptcy Court in and for the Western District of Texas, **Docket 1-2**, pages 1066–1067 of 1072 pages. However, another reading of the lease documents indicates the deadline could be August 6, 2020, which is used herein in an abundance of caution.



terms and the 70,000.00 acres of valuable leases will be lost.

11. If that happens, the Chapter 11 proceeding becomes moot – proximately caused by the negligence and breach of fiduciary duty of the present leadership core of Amazing Energy, LLC.
12. In the next 10 days the following must occur:
  - a. A petroleum geologist, or other qualified individual must locate the exact spot where the well is to be drilled.
  - b. An application for a drilling permit must be prepare and filed with the Texas Railroad Commission.
  - c. We must then await for Commission to issue the permit.
  - d. A drilling company must be engaged to drill the well and be spudded-in no later than August 6, 2020.
13. There is a drop dead date of August 6, 2020, by which time the lessee, Amazing Energy, LLC must spud in a well or forfeit the leased acreage.
14. The target actual spud date (if everything breaks correctly the first time) is 7-25-2020 to 7-31 2020 to allow for unknown contingencies.
15. Attached to this declaration is an Authorization for Expenditure (“AFE”) for the proposed well to be spudded in by August 6, 2020. This is basically the drilling cost budget, broken down in great detail. It is going to cost \$187,500.00 to drill the proposed well. I am well familiar with the usual and customary charges for the services and supplies shown on the AFE exhibit, for the time and place of proposed use, in Pecos County, Texas. Those charges

and costs are reasonable and necessary in order to drill the proposed well.

16. The following is a list of major events (and sequence) which must occur to spud in a well and comply with drilling requirements in the leases in Pecos County, Texas.


<b>Description of What is Needed</b>	<b>Status</b>
Good Title Opinion for Lease	Will re-use previous title opinion
Operator	Delaware Brine or Tindle Petroleum, Operating Company, Marty Miesner, 303 Wall St, Ste 80, Midland, Texas 79707, will operate the drilling procedure. His experience is twenty years in the oil and gas industry, including drilling a well as an operator.
Survey	Operator will obtain a new survey
Drilling Permit	In 5-7 days operator will submit to Texas Railroad Commission
Land Damages, Build Location	Operator will provide per AFE
Water Board Letter	In 5-7 Operator will provide per AFE
Drilling Contractor Contract	Operator will provide per AFE
Surface Casing Pipe	Operator will provide per AFE
Cement	Operator will provide per AFE
Long String Pipe	Operator will provide per AFE

17. Based on AFE attached, the projected cost is \$187,500.00. The well proposed in the AFE exhibit complies with the lease requirements for a spudded in well, if done by August 6, 2020.
18. Based on the Monthly Operating Reports filed of record, debtor has no cash to pay for the drilling of the well.

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19. Debtor has no DIP financing.
20. However, Jilpetco, Inc., an operating company wholly owned by AEOGC itself owns drilling rigs and other oil equipment necessary to drill a well.
21. In addition to the drilling requirement, there is an annual bonus requirement affecting about 25% of the total leased acres, paying also by August 6, 2020 (and which may be extendable another 10 days under some circumstances. The bonus totals \$27,000.00 per year, payable to:
  - a. Benny Barton, J.T. Walker, et al., Lease
  - b. Whelk Bay Resources, LLC, J.T. Walker, et al., Lease
  - c. William N. Patterson, J.T. Walker, et al., Lease
22. Prior management of debtor was aware of this obligation. See attached email string, which is a true and correct copy of the original email sting.
23. Jed Miesner, individually, will be responsible for obtaining funds to drill the well, per the AFE, and payment of the \$27,000.00 in bonuses.
24. Jed Miesner is requesting a super-priority lien to secure the payment of these funds on behalf of the debtor's obligation to spud in a well by August 6, 2020 and pay the annual bonus described above. The super-priority lien, if granted by the court, will be held by Jed Miesner.

  
Jed Miesner, Declarant

28 U.S.C. § 1746 – Unsworn Declarations under Penalty of Perjury

I declare under penalty of perjury that the foregoing is true and correct.

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Executed on July 10, 2020.

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Jed Miesner, Declarant

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### AUTHORIZATION FOR EXPENDITURE

AFE Date 6/25/20

Well Name DB #1

API # \_\_\_\_\_

Operator Delaware Brine

County/State Pecos, County

Prospect/Field Queen

Original Estimate		
Intangible Costs - Completing and Equipping a 2,500' Queen well		
Cost Description	Description	Completion
TITLE OPINION & PROFESSIONAL FEES		\$0
LEGAL FEES		\$0
LEASEHOLD COST		\$0
WELLBORE COSTS		\$0
DAMAGE SETTLEMENTS		\$5,000
REGULATORY FEES		\$1,500
RIGHT OF WAY		\$0
ROADS/LOCATION/PTTS		\$12,000
DRILLING RIG		\$65,000
COMPLETION RIG/SNUBBING/SWAB UNITS		\$12,000
SERVICE RIGS		\$0
SNUBBING		\$0
COIL TUBING		\$0
SWAB RIGS		\$0
DRILLING BITS		\$10,000
WELL PLANNING/ENGINEERING		\$0
WATER AND RELATED EXPENSES		\$0
WATER		\$5,000
DRILLING MUD AND GEL		\$0
TRUCKING & TRANSPORTATION		\$5,000
WELL SITE SUPERVISION		\$8,000
CONTRACT LABOR	Roustabouts/Welders/etc.	\$12,000
CASING CREW & SERVICES		\$0
INSPECTION & TESTING SERVICES		\$0
RENTAL EQUIPMENT - SURFACE		\$6,000
FRAC TANK RENTALS		\$0
RENTAL EQUIPMENT - SUBSURFACE		\$0
FUEL & POWER		\$0
FRAC PLUGS		\$0
DIRECTIONAL DRILLING TOOLS & SERVIC		\$0
CHOKE RENTALS		\$0
ROTATING HEADS/WEAR BUSHING RENTALS		\$0
SOLID CONTROL RENTALS		\$0
CEMENT - SQUEEZE JOB		\$0
CEMENT - PRODUCTION / LINER		\$30,000
CEMENT - FLOAT EQUIPMENT		\$0
OTHER RENTALS		\$0
FORMATION EVALUATION		\$0
FORMATION TESTING/DST/CORING		\$0
HOT OIL PUMP TRUCK		\$0
WIRELINE SERVICES - OPEN HOLE		\$0
WIRELINE SERVICES - CASED HOLE	Bond Log, Temp Survey, etc.	\$6,000
FISHING		\$0
PERFORATING		\$0
WELL STIMULATION/FRAC		\$0
WELL TESTING/FLOWBACK		\$0
CHEMICALS		\$0
PIPELINE - INSTALLATION COST		\$0
ACIDIZING		\$0
RECLAMATION AND ENVIRONMENTAL		\$0
DRILL PIPE RENTAL/PURCHASE		\$0
EMERGENCY WELL CONTROL		\$0
COMPLETION FLUIDS		\$0
Miscellaneous INTANGIBLE		\$0
COMPLETION OVERHEAD		\$10,000
GROSS INTANGIBLE COSTS - RECOMPLETION COSTS		\$187,500
Equipment		
Cost Description	Description	Completion
CASING - PRODUCTION/LINER	7" x 700' surface and 2,500' 4 1/2" Production	\$30,000
TUBING	2,000' 2 3/8" J-55	\$5,000
SUBSURFACE PUMP & EQUIPMENT	downhole rod pump	\$2,000
SUCKER RODS AND ACCESSORIES		\$2,500
PLUNGER LIFT EQUIPMENT		\$0
GAS LIFT EQUIPMENT		\$0
SUBMERSIBLE PUMPS		\$0
PACKERS & SUBSURFACE EQUIPMENT		\$0
OTHER SUBSURFACE PUMPS		\$0
P-LINE, F-LINE, LINE PIPE, DRIPS/FIT		\$0
PIPELINE/FLOWLINE-FITTINGS & OTHER	Poly gas line	\$3,500
WELL HEAD EQUIPMENT		\$8,000
PUMPING UNITS		\$8,500
PUMPING UNIT DRIVER		\$2,500
PUMPING UNIT - ENGINE		\$0
TANKS	2 x 500 bbl tanks	\$8,500
SURFACE PUMPS		\$0
HEATERS/TREATERS/DEHY		\$0
HEATER/TREATER	6 x 20 Heater/Treater	\$5,000
SEPARATOR		\$0
DEHYDRATOR EQUIPMENT		\$0
OTHER PRESSURE VESSEL		\$0
VALVES, FITTINGS AND PIPE		\$15,000
METER & DRIPS		\$5,000
COMPRESSOR		\$0
POWER GENERATION EQUIPMENT		\$0
POWER LINES AND TRANSFORMERS		\$0
COMMUNICATION, TELEMETRY & AUTOMATION		\$0
OTHER SURFACE EQUIPMENT		\$0
CONTRACT LABOR - TANGIBLE		\$0
MISCELLANEOUS TANGIBLE	\$0.00	\$0
GROSS EQUIPMENT - RECOMPLETION COSTS		\$95,500
GROSS TOTAL COSTS		\$283,000
TOTAL COST @		1.000000 WI
		\$283,000

Note: The above costs are estimates only. Actual costs will be billed as incurred.

Joint Interest Partner Approval:

Prepared By \_\_\_\_\_ Approved By \_\_\_\_\_ Company \_\_\_\_\_  
 Concur \_\_\_\_\_ Date \_\_\_\_\_ By & Date \_\_\_\_\_

Printed Approval Name \_\_\_\_\_

**From:** Jed Miesner <[jedmiesner@gmail.com](mailto:jedmiesner@gmail.com)>  
**Subject:** Re: Benny Barton, et al Bonus Payment  
**Date:** August 2, 2019 at 11:09:18 AM CDT  
**To:** Willard McAndrew <[will@e-landventuresllc.com](mailto:will@e-landventuresllc.com)>  
**Cc:** Will McAndrew <[will@amazingenergy.com](mailto:will@amazingenergy.com)>, "Bruce W. Collins" <[bcollins@ccsb.com](mailto:bcollins@ccsb.com)>, Eric Wolfram <[eric@wolframlaw.com](mailto:eric@wolframlaw.com)>, Tom Thornhill <[tom@thornhilllawfirm.com](mailto:tom@thornhilllawfirm.com)>, "[anna@amazingenergy.com](mailto:anna@amazingenergy.com)" <[anna@amazingenergy.com](mailto:anna@amazingenergy.com)>, "[christy@thornhilllawfirm.com](mailto:christy@thornhilllawfirm.com)" <[christy@thornhilllawfirm.com](mailto:christy@thornhilllawfirm.com)>

Good Morning Will

I'm not trying to tell you how to run the company. Just wanting to respectfully alert you of these important requirements that I remember. I cannot say that these are the ONLY bonus payments due.

Jed  
Jesus Lives

On Aug 2, 2019, at 7:52 AM, Willard McAndrew <[will@e-landventuresllc.com](mailto:will@e-landventuresllc.com)> wrote:

Good Morning!

Thanks for sending.

Are you saying that these are the ONLY bonus payments that need to be made?

Regards,

Willard G. McAndrew III  
CEO/Director  
<image001.png>

5700 W. Plano Parkway  
Suite 3600  
Plano, TX 75093  
[www.amazingenergy.com](http://www.amazingenergy.com)  
Phone: (972) 233-1244  
Fax: (972) 767-3064  
Cell: (214) 906-3073

There are no traffic jams on the extra mile!!

You can't be good all the time-you have to be good when it's time!

You miss every shot that you don't take!

---

**From:** Jed Miesner <[jedmiesner@gmail.com](mailto:jedmiesner@gmail.com)>  
**Date:** Thursday, August 1, 2019 at 6:22 PM  
**To:** "Willard G. McAndrew III" <[will@amazingenergy.com](mailto:will@amazingenergy.com)>  
**Cc:** "Bruce W. Collins" <[bcollins@ccsb.com](mailto:bcollins@ccsb.com)>, Eric Wolfram  
<[eric@wolframlaw.com](mailto:eric@wolframlaw.com)>, "Tom W. Thornhill" <[tom@thornhilllawfirm.com](mailto:tom@thornhilllawfirm.com)>,  
Anna Karlsen <[anna@amazingenergy.com](mailto:anna@amazingenergy.com)>, Christy Fugate  
<[christy@thornhilllawfirm.com](mailto:christy@thornhilllawfirm.com)>  
**Subject:** Fwd: Benny Barton, et al Bonus Payment

Hey Will

Hopefully this helps. These are the emails that were sent out this time last year with the lessors and amounts due.

Regards

Begin forwarded message:

**From:** Anna Young <[abfyoung@gmail.com](mailto:abfyoung@gmail.com)>  
**Date:** July 24, 2018 at 12:23:45 PM MDT  
**To:** [knickland@gmail.com](mailto:knickland@gmail.com)  
**Cc:** Willard McAndrew <[will@amazingenergy.com](mailto:will@amazingenergy.com)>,  
Stephen Salgado <[stephen@amazingenergy.com](mailto:stephen@amazingenergy.com)>, Jed  
Miesner <[jedmiesner@gmail.com](mailto:jedmiesner@gmail.com)>, Roger Wurtele  
<[rwdad@sbcglobal.net](mailto:rwdad@sbcglobal.net)>  
**Subject:** Re: Benny Barton, et al Bonus Payment

Luke -

Copies for your files.

*Many Thanks,*

*Anna Young*

**Notice of Confidentiality:** This email is intended to be reviewed by only the intended recipient and may contain information that is privileged and/or confidential. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, disclosure or copying of this email and its attachments, if any, is strictly prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

**Disclaimer:** Nothing in this message should be interpreted as a digital or electronic signature that can be used to form, execute, document, agree to, enter into, accept or authenticate a contract or other legal document.

On Fri, Jul 20, 2018 at 3:21 PM Lucas Knickerbocker <[knickland@gmail.com](mailto:knickland@gmail.com)> wrote:

Everyone,

Attached are the revised designation letters with Section 3, Block 207 designated.

I will get these out on Tuesday after receiving the check from Stephen.

Thanks,

Lucas

On Fri, Jul 20, 2018 at 3:06 PM, Willard G. McAndrew <[will@amazingenergy.com](mailto:will@amazingenergy.com)> wrote:

That's fine.

Willard G. McAndrew III

CEO/Director

[5700 W. Plano Parkway](#)

[Suite 3600](#)



[Plano, TX 75093](#)

[www.amazingenergy.com](http://www.amazingenergy.com)

Phone: (214) 906-3073

---

**From:** Luke Knickerbocker

<[knickland@gmail.com](mailto:knickland@gmail.com)>

**Date:** Friday, July 20, 2018 at 2:53 PM

**To:** "Willard G. McAndrew III"

<[will@amazingenergy.com](mailto:will@amazingenergy.com)>

**Cc:** Stephen Salgado

<[stephen@amazingenergy.com](mailto:stephen@amazingenergy.com)>, Anna Young

<[abfyoung@gmail.com](mailto:abfyoung@gmail.com)>, Jed Miesner

<[jedmiesner@gmail.com](mailto:jedmiesner@gmail.com)>, Roger Wurtele

<[rwdad@sbcglobal.net](mailto:rwdad@sbcglobal.net)>

**Subject:** Re: Benny Barton, et al Bonus Payment

Will,

I have to re-do the letters since Jed wants another section designated.

Can Stephen just over night the checks to Plano and I will get them out on Tuesday when I am there?

We have 10 days after August 7th for payment, so we are well within the time frame.

Thanks,

Lucas

On Jul 20, 2018, at 2:42 PM, Willard G. McAndrew  
<[will@amazingenergy.com](mailto:will@amazingenergy.com)> wrote:

Stephen,

Since you have the checks please  
follow the protocol listed below in  
Anna's e-mail and get them out  
today.

Please confirm.

Thanks,

Willard G. McAndrew III

CEO/Director

<image001.png>

[5700 W. Plano Parkway](#)

[Suite 3600](#)

[Plano, TX 75093](#)

[www.amazingenergy.com](http://www.amazingenergy.com)

Phone: (214) 906-3073

---

**From:** Stephen Salgado

<[stephen@amazingenergy.com](mailto:stephen@amazingenergy.com)>

**Date:** Friday, July 20, 2018 at 2:25  
PM

**To:** Anna Young

<[abfyoung@gmail.com](mailto:abfyoung@gmail.com)>

**Cc:** "Willard G. McAndrew III"

<[will@amazingenergy.com](mailto:will@amazingenergy.com)>, Jed  
Miesner  
<[jedmiesner@gmail.com](mailto:jedmiesner@gmail.com)>, Roger  
Wurtele <[rwdad@sbcglobal.net](mailto:rwdad@sbcglobal.net)>,  
Luke Knickerbocker  
<[knickland@gmail.com](mailto:knickland@gmail.com)>

**Subject:** Re: Benny Barton, et al  
Bonus Payment

Attached are copies of the checks. I  
can express mail these to Plano for  
final processing. Please confirm.

Stephen Salgado

[701 S. Taylor St](#)

[Suite 470](#), LB 113

Amarillo, TX 79101

806-351-2077 ph

806-322-1922 ph

806-351-2088 fax

On Fri, Jul 20, 2018 at 1:57 PM,  
Stephen Salgado  
<[stephen@amazingenergy.com](mailto:stephen@amazingenergy.com)>  
wrote:

I will cut the checks and overnight  
them to Plano. How's that?

Stephen Salgado

[701 S. Taylor St](#)

[Suite 470](#), LB 113

Amarillo, TX 79101

806-351-2077 ph

806-322-1922 ph

806-351-2088 fax

On Wed, Jul 18, 2018 at 2:04 PM  
Lucas Knickerbocker  
<[knickland@gmail.com](mailto:knickland@gmail.com)> wrote:

Will,

We have a bonus payment due to  
the following people:

Benny Barton - \$21,600.00

Whelk Bay Resources, LLC -  
\$2,700.00

William Neil Patterson - \$2,700.00

This is for the designation of 640  
gross acres under the continuous  
development provision of the oil  
and gas lease.

We have 10 days after August 7th  
to pay this, but I would prefer that  
this go out before the end of July.

I will work on the designation and  
get that to you before the checks  
go out.

Thanks,

Lucas

<image001.png>

<image002.png>



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Benny Barton  
P.O. Box 141116  
Irving, TX 75014

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

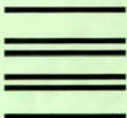
7008 1140 0000 6507 8500

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

Amazing Energy  
5700 West Plano Parkway, Ste. 3000  
Plano, TX 75093





July 24, 2018

Benny Barton  
P.O. Box 141116  
Irving, Texas 75014

Re: **Pecos County, TX – Bonus Payment as per Continuous Drilling Program**

Via USPS Express Mail: 7008 1140 0000 6507 8506

Dear Mr. Barton,

Please find the enclosed bonus payment which is currently due pursuant to Section 18 of Exhibit 1 of the Amendment of Oil & Gas Lease, which is recorded in Vol. 128, Pg. 218 of the Official Public Records of Pecos County, Texas. Please also see the table for a schedule of the sections is that Amazing has previously paid and designated, as well as the sections currently being designated for the enclosed bonus payments.

If you have any questions please feel free to contact Lucas Knickerbocker, Land Manager of Amazing Energy, at (817) 266-4246.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Anna Young', is written over a horizontal line.

Anna Young

Enclosures: Check No. 0365



## J.T. Walker, et al, Lease - Section Designation

### August 2014 and 2015 Designations:

Section	Block	Survey	Abstract	Total Acres	Designated Acreage	Comment
91	194	GC&SF RR Co.	A-4369	465	465	Drilled Section
49	194	GC&SF RR Co.	A-4366	636	636	No Drilled wells
93	194	GC&SF RR Co.	A-4370	650	179	Designated a Portion of Section; No Drilled Wells
					<b>1280</b>	<b>Total Designated Acres</b>

### August 2016 Designations:

93	194	GC&SF RR Co.	A-4370	650	471	Designated the Balance of Acreage
95	194	GC&SF RR Co.	A-4363	503	169	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

### August 2017 Designations:

95	194	GC&SF RR Co.	A-4363	503	334	Designated the Balance of Acreage
97	194	GC&SF RR Co.	A-4321	647	306	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

### August 2018 Designations:

97	194	GC&SF RR Co.	A-4321	647	341	Designated the Balance of Acreage
3	207	TC RR Co.	A-4498	655	299	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

<b>3200</b>	<b>Grand Total Designated Acres</b>
-------------	-------------------------------------



**Amazing Energy, LLC**

701 S. TAYLOR ST.  
SUITE 390B, LB 113  
AMARILLO, TX 79101

HAPPY STATE BANK  
AMARILLO, TEXAS  
88-1087/1113

0365

PAY TO THE ORDER OF Twenty-one thousand six hundred dollars and no cents

07-20-2018

\$

\$\*\*21,600.00\*  
DOLLARS

BENNY BARTON  
PO BOX 141116  
IRVING, TX 75014

MEMO

AUTHORIZED SIGNATURE



⑈000365⑈ ⑆1111310870⑆ ⑆1386168⑈

**Amazing Energy, LLC**

To: BENNY BARTON  
PO BOX 141116  
IRVING, TX 75014

Vendor Code  
BARTO

Check Date  
07/20/2018

Check Amount  
\$21,600.00

0365

Invoice #	Invoice Amt
LEASE BONUS	21,600.00
J.T. WALKER, ET AL, LEASE - 640 GROSS ACRES UNDER THE CONTINUOUS DEVELOPMENT PROVISION OF THE OIL & GAS LEASE	

**Amazing Energy, LLC**

To: BENNY BARTON  
PO BOX 141116  
IRVING, TX 75014

Vendor Code  
BARTO

Check Date  
07/20/2018

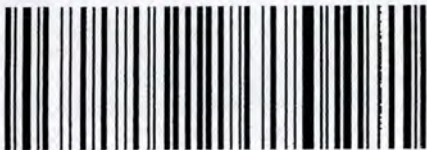
Check Amount  
\$21,600.00

0365

Invoice #	Invoice Amt
LEASE BONUS	21,600.00
J.T. WALKER, ET AL, LEASE - 640 GROSS ACRES UNDER THE CONTINUOUS DEVELOPMENT PROVISION OF THE OIL & GAS LEASE	

PAYMENT  
RECORD





7008 1140 0000 6507 8513  
7008 1140 0000 6507 8513

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*(Domestic Mail Only; No Insurance Coverage Provided)*

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**OFFICIAL USE**

Postage	\$
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

Whelk Bay Resources, LLC

P.O. Box 141114

Irvine, TX. 75014

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wmelt Bay Resources,  
LLC

P.O. Box 141116  
Irving, TX. 75014

2. Article Number

(Transfer from service label)

7008 1140 0000 6507 8513

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes  
☐ No

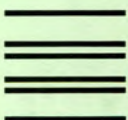
3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Amazing Energy  
5700 West Plano, Parkway, Ste. 3000  
Plano, TX 75093



July 24, 2018

Whelk Bay Resources, LLC  
P.O. Box 141116  
Irving, Texas 75014

Re: **Pecos County, TX – Bonus Payment as per Continuous Drilling Program**

Via USPS Express Mail: 7008 1140 0000 6507 8513

Dear Mr. Barton,

Please find the enclosed bonus payment which is currently due pursuant to Section 18 of Exhibit 1 of the Amendment of Oil & Gas Lease, which is recorded in Vol. 128, Pg. 218 of the Official Public Records of Pecos County, Texas. Please also see the table for a schedule of the sections is that Amazing has previously paid and designated, as well as the sections currently being designated for the enclosed bonus payments.

If you have any questions please feel free to contact Lucas Knickerbocker, Land Manager of Amazing Energy, at (817) 266-4246.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Anna Young', is written over a horizontal line.

Anna Young

Enclosures: Check No. 0367





## J.T. Walker, et al, Lease - Section Designation

### August 2014 and 2015 Designations:

Section	Block	Survey	Abstract	Total Acres	Designated Acreage	Comment
91	194	GC&SF RR Co.	A-4369	465	465	Drilled Section
49	194	GC&SF RR Co.	A-4366	636	636	No Drilled wells
93	194	GC&SF RR Co.	A-4370	650	179	Designated a Portion of Section; No Drilled Wells
					<b>1280</b>	<b>Total Designated Acres</b>

### August 2016 Designations:

93	194	GC&SF RR Co.	A-4370	650	471	Designated the Balance of Acreage
95	194	GC&SF RR Co.	A-4363	503	169	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

### August 2017 Designations:

95	194	GC&SF RR Co.	A-4363	503	334	Designated the Balance of Acreage
97	194	GC&SF RR Co.	A-4321	647	306	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

### August 2018 Designations:

97	194	GC&SF RR Co.	A-4321	647	341	Designated the Balance of Acreage
3	207	TC RR Co.	A-4498	655	299	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

<b>3200</b>	<b>Grand Total Designated Acres</b>
-------------	-------------------------------------





**Amazing Energy, LLC**

701 S. TAYLOR ST.  
SUITE 390B, LB 113  
AMARILLO, TX 79101

HAPPY STATE BANK  
AMARILLO, TEXAS  
88-1087/1113

0367

PAY TO THE ORDER OF Two thousand seven hundred dollars and no cents

07-20-2018

\$  
\$\*\*2,700.00\*  
DOLLARS

WHELK BAY RESOURCES, LLC  
PO BOX 141116  
IRVING, TX 75014

MEMO

AUTHORIZED SIGNATURE



⑈000367⑈ ⑆111310870⑆ ⑆1386168⑈

**Amazing Energy, LLC**

To: WHELK BAY RESOURCES, LLC  
PO BOX 141116  
IRVING, TX 75014

Vendor Code  
WHELK

Check Date  
07/20/2018

Check Amount  
\$2,700.00

0367

Invoice #	Invoice Amt
LEASE BONUS	2,700.00
J.T. WALKER, ET AL, LEASE - 640 GROSS ACRES UNDER THE CONTINUOUS DEVELOPMENT PROVISION OF THE OIL & GAS LEASE	

**Amazing Energy, LLC**

To: WHELK BAY RESOURCES, LLC  
PO BOX 141116  
IRVING, TX 75014

Vendor Code  
WHELK

Check Date  
07/20/2018

Check Amount  
\$2,700.00

0367

Invoice #	Invoice Amt
LEASE BONUS	2,700.00
J.T. WALKER, ET AL, LEASE - 640 GROSS ACRES UNDER THE CONTINUOUS DEVELOPMENT PROVISION OF THE OIL & GAS LEASE	

PAYMENT  
RECORD



7008 1140 0000 6507 8537  
7008 1140 0000 6507 8537

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*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Postage	\$
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To  
Street, Apt. No.,  
or PO Box No. 8801 Short Street Apt. 205  
City, State, ZIP+4  
Edmond, OK 73003

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William Neal Peterson  
2801 Shore Grass Rd.,  
#241  
Edmond, OK 73003

2. Article Number

(Transfer from service label)

7008 1140 0000 6507 8537

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

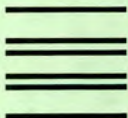
☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

Amazing Energy  
5700 W. Plano Parkway, Ste. 3000  
Plano, TX. 75093





July 24, 2018

William N. Patterson  
2801 Shortgrass Rd.  
Apt. 241  
Edmond, OK 73003

Re: **Pecos County, TX – Bonus Payment as per Continuous Drilling Program**

Via USPS Express Mail: 7008 1140 0000 6507 8537

Dear Mr. Patterson,

Please find the enclosed bonus payment which is currently due pursuant to Section 18 of Exhibit 1 of the Amendment of Oil & Gas Lease, which is recorded in Vol. 128, Pg. 218 of the Official Public Records of Pecos County, Texas. Please also see the table for a schedule of the sections is that Amazing has previously paid and designated, as well as the sections currently being designated for the enclosed bonus payments.

If you have any questions please feel free to contact Lucas Knickerbocker, Land Manager of Amazing Energy, at (817) 266-4246.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Anna Young', is written over a horizontal line.

Anna Young

Enclosures: Check No. 0366



### J.T. Walker, et al, Lease - Section Designation

#### August 2014 and 2015 Designations:

Section	Block	Survey	Abstract	Total Acres	Designated Acreage	Comment
91	194	GC&SF RR Co.	A-4369	465	465	Drilled Section
49	194	GC&SF RR Co.	A-4366	636	636	No Drilled wells
93	194	GC&SF RR Co.	A-4370	650	179	Designated a Portion of Section; No Drilled Wells
					<b>1280</b>	<b>Total Designated Acres</b>

#### August 2016 Designations:

93	194	GC&SF RR Co.	A-4370	650	471	Designated the Balance of Acreage
95	194	GC&SF RR Co.	A-4363	503	169	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

#### August 2017 Designations:

95	194	GC&SF RR Co.	A-4363	503	334	Designated the Balance of Acreage
97	194	GC&SF RR Co.	A-4321	647	306	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

#### August 2018 Designations:

97	194	GC&SF RR Co.	A-4321	647	341	Designated the Balance of Acreage
3	207	TC RR Co.	A-4498	655	299	Designated a Portion of Section; No Drilled Wells
					<b>640</b>	<b>Total Designated Acres</b>

<b>3200</b>	<b>Grand Total Designated Acres</b>
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**Amazing Energy, LLC**

701 S. TAYLOR ST.  
SUITE 390B, LB 113  
AMARILLO, TX 79101

HAPPY STATE BANK  
AMARILLO, TEXAS  
88-1087/1113

0366

PAY TO THE  
ORDER OF

Two thousand seven hundred dollars and no cents

07-20-2018



**\*\*2,700.00\***  
**DOLLARS**

WILLIAM NEAL PATTERSON  
2801 SHORTGRASS RD  
APT 241  
EDMOND, OK 73003

MEMO

AUTHORIZED SIGNATURE



⑈000366⑈ ⑆111310870⑆ ⑈ 1386168⑈

**Amazing Energy, LLC**

To: WILLIAM NEAL PATTERSON  
2801 SHORTGRASS RD  
APT 241  
EDMOND, OK 73003

Vendor Code  
PATTW

Check Date  
07/20/2018

Check Amount  
\$2,700.00

0366

Invoice #	Invoice Amt
LEASE BONUS	2,700.00
J.T. WALKER, ET AL, LEASE - 640 GROSS ACRES UNDER THE CONTINUOUS DEVELOPMENT PROVISION OF THE OIL & GAS LEASE	

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PAYMENT  
RECORD